

BEFORE THE ARIZONA CORPORATIO



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AT CORP COMMISSION
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DOCKET NO. S-03460A-01-0000

WILLIAM A. MUNDEL)
Chairman)
JIM IRVIN)
Commissioner)
MARC SPITZER)
Commissioner)

In the matter of)
MICHAEL LYNN BILL)
d/b/a Arizona Viaticals Settlements)
and Annuities)
5810 West Mescal)
Glendale, AZ 85034)

BENEFICIAL ASSISTANCE)
a/k/a Beneficial Assurance, Ltd.)
t/a Imtek Funding Corporation)
8003 Corporate Drive, Suite C)
Baltimore, MD 21236)

WILLIAM R. EVANS, CHTD)
8003 Corporate Drive, Suite C)
Baltimore, MD 21236)

RUTTENBERG & ASSOCIATES)
INSURANCE MARKETING, INC.)
d/b/a/ Viatical Center)
1603 Visa Drive, Suite 3)
Normal, IL 61761)

Respondents.)

Arizona Corporation Commission

DOCKETED

JAN 18 2002

DOCKETED BY

[Signature]

RESPONDENT BENEFICIAL ASSISTANCE provides this short pretrial memorandum including proposed exhibits and witness lists. This matter involves claims that an independent contractor, Mr. Michael Bill, defrauded certain persons in connection with the sale of viatical settlement policies. For example, based on discussions with persons at the Securities Division of the Arizona Corporation Commission, the Commission apparently

1 alleges that Mr. Bill took funds on the pretense that viatical settlement policies or other
2 investments would be purchased, when in fact such policies were never purchased.

3 Viatical settlements are life insurance policies that are purchased from terminally ill
4 persons at a discount from face value, and resold to persons who collect the full face amount at
5 death. Because terminally ill persons sometimes are cash-strapped and let policies lapse, the
6 sale of viatical policies provides cash to a terminally ill person who needs it, and assurance
7 that the policy will remain in force and be paid at death. The issue of whether viatical
8 settlement contracts are "securities" was decided in Securities and Exchange Commission v.
9 Life Partners, Inc., 87 F.3d 536 (D.C. Cir. 1996). In that case the Court held that viatical
10 settlement policies, even in situations where the seller provided ongoing administrative
11 services, were not securities. The return on a viatical settlement arises as a matter of course at
12 death, and does not result from the independent efforts of other parties.

13 The Arizona courts generally follow federal precedents in these areas. The Arizona
14 Supreme Court has ruled that at least with respect to the United States Supreme Court, "we
15 will follow the reasoning of that court in interpreting sections of our statutes which are
16 identical or similar to federal securities statutes." State v. Gunnison, 127 Ariz. 110, 112, 618
17 P.2d 604, 606-07 (1980). The Arizona Court of Appeals has also held that the definition of
18 "security" in Arizona law is substantially similar to the definition under federal statutes.
19 Nutek Information Systems, Inc. v. Arizona Corp. Comm'n, 194 Ariz. 104, 977 P.2d 826, 835
20 (1998).

21 The Arizona Court of Appeals in Siporin v. Carrington, 345 Ariz. Adv. Rep. 120, 23
22 P.2d 92 (Ariz. App. 2001), recently ruled that viatical settlements are securities, based in part
23 on a statute passed by Arizona in 2000, which defined viatical settlements as securities and

1 established an exemption, subject to certain conditions, under which viatical settlements could
2 be sold.

3 Before 2000, in particular when Beneficial was providing viatical settlement services,
4 the applicable case precedent was SEC v. Life Partners, Inc., 87 F.3d 536 (D.C. Cir. 1996), in
5 which the Federal Circuit Court for the D.C. Circuit -- as noted above -- ruled that viatical
6 settlements were not securities. Arizona law follows the federal securities act definitions
7 generally in determining its own definitions of security and other terms under the state
8 securities laws. AKS Daks Communications, Inc. v. Arizona Corp. Commission, 528 U.S. 932
9 (1999); Nutek Info. Systems, supra, 977 P.2d 826 (Ariz. App. 1998).

10 Until Arizona passed a statute in 2000, governing precedent confirmed that Arizona
11 would rely on the federal securities precedents, which in turn held that viatical settlements
12 were not securities. The legislature then passed a statute defining viatical settlements as
13 securities, but further defined viatical settlements as "exempt" securities that can be sold
14 without registration, subject to certain conditions. A.R.S. Section 44-1801.

15 Arizona's regulators in effect seek a retroactive change in the law, that ignores the Life
16 Partners decision, and allows no opportunity for any exemption from registration
17 requirements as provided for by the legislature in its statutory enactment. Retroactive changes
18 in the law by states raise constitutional issues of due process, and by attempting to change the
19 law retroactively, Arizona violates the procedural due process rights of companies like
20 Beneficial.

21 As to fraud allegations, Beneficial is not guilty of fraud, because Beneficial did not
22 approve, and was not even aware of, any of the allegedly misleading literature at issue in this
23 matter. Beneficial had no responsibility for such literature, and specifically instructed its
24

1 sales agents not to use any literature not approved in writing by Beneficial Assistance.
2 Beneficial did not approve the literature cited as a basis for fraud by the Corporation
3 Commission.

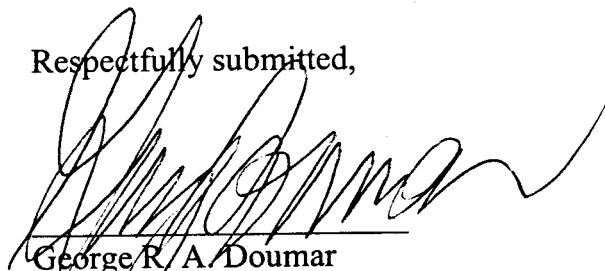
4 WITNESSES

- 5 1. Edwin C. Hirsch, President, Beneficial Financial Services, Inc., 8003 Corporate
6 Drive, Baltimore, Maryland
- 7 2. Benjamin Ruoti, 6408 West Muriel, Glendale, Arizona 85308
- 8 3. Betty Ruoti, 6408 West Muriel, Glendale, Arizona 85308
- 9 4. Lois Gulner, 13421 N. 43rd Ave., Phoenix, Arizona 85029
- 10 5. Betty Tetzlaff, 7040 W. Olive, Peoria, Arizona 85345

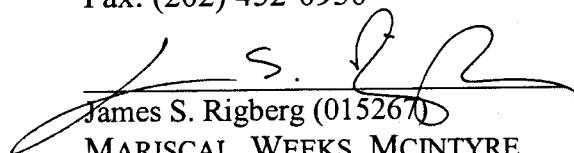
11 EXHIBITS

- 12 1. Purchase Authorization Agreement with Ruoti Family Revocable Living Trust,
13 dated 8 January 1999.
- 14 2. Purchase Authorization Agreement with Benjamin Ruoti, dated 18 August 1998.
- 15 3. Purchase Authorization Agreement with Benjamin Ruoti dated 18 January 1999.
- 16 4. Purchase Authorization Agreement with Betty Ruoti Family dated 18 August
17 1999.
- 18 5. Purchase Authorization Agreement with Gulner Family Trust dated 22 June
19 1998.
- 20 6. Purchase Authorization Agreement with Betty J. Tetzlaff dated 4 December
21 1998.
- 22 7. Standard risk factor disclosure used by Beneficial Assistance.
- 23 8. Producer Agreement

Respectfully submitted,



George R. A. Doumar
Dilworth Paxson PLLC
1200 19th Street, N.W.,
Suite 210
Washington, D.C. 20036
(202) 452-0900
Fax: (202) 452-0930



James S. Rigberg (015267)
MARISCAL, WEEKS, MCINTYRE
& FRIEDLANDER, P.A.
2901 North Central Avenue, Suite 200
Phoenix, Arizona 85012-2705

Attorneys for Beneficial Assistance

CERTIFICATE OF SERVICE

I hereby certify that on January 18, 2002, a copy of the foregoing pleading was served, by HAND DELIVERY, on:

Sharon A. Fox, Esq. (by hand)
Assistant Director, Enforcement
Arizona Corporation Commission
Securities Division
1200 West Washington
Phoenix, Arizona 85007

Marc E. Stern (by hand)
Administrative Law Judge
Arizona Corporation Commission
Securities Division
1200 West Washington
Phoenix, Arizona 85007



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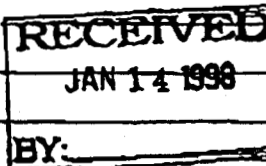
Beneficial Assistance

PURCHASE AUTHORIZATION AGREEMENT

Viatical Settlement *P1693*

THIS AGREEMENT made this 8 day of January, 1999 by and between **BENEFICIAL ASSISTANCE** (hereinafter "Agent"), 2111 Van Daman Street, Baltimore, Maryland 21224, and the following person (hereinafter "Principal"):

Name: Rusti Family Revocable Living Trust Spouse Name: _____
 Address: 17662 Del Webb Blvd DOB: _____
 City/State/Zip: Scun City AZ 85373 SSN: _____
 Telephone Home: 602-933-2391 Work: _____
 DOB: 3-23-23 Fax: _____
 SSN: 345-14-7657



RECITALS

WHEREAS, Agent is in the business of viatical settlements and desires to represent Principal as Principal's agent for identifying, qualifying, and purchasing viaticated life insurance policies and all related death benefits; and

WHEREAS, Principal desires Agent to serve as Principal's agent for the purpose of identifying, qualifying and purchasing viaticated life insurance policies and all related death benefits.

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants and promises contained herein, Principal and Agent agree as follows:

I. AUTHORIZATION. A. Principal hereby agrees that Agent shall represent Principal as agent, and Agent agrees to represent Principal as agent, for the purpose of identifying, qualifying, and purchasing life insurance policies and all related death benefits in the form of viatical settlements in accordance with the purchasing criteria and instructions set forth below. Principal hereby approves and adopts these purchasing criteria and instructions as the criteria and instructions to guide Agent while acting as Principal's agent hereunder.

B. The relationship between Principal and Agent herein is that of principal and agent and neither Agent nor any of Agent's representatives is in any way acting as an insurance agent, insurance broker, insurance representative, securities broker, securities dealer, securities representative, investment advisor, financial planner, legal advisor or tax advisor. No transaction entered into here under shall be interpreted as the purchase of life insurance on Principal or as a security transaction.

II. PURCHASE CRITERIA AND INSTRUCTIONS. A. Principal hereby agrees to deposit the sum of Forty thousand and no 00 (\$40,000), via check or money order payable in U.S. dollars to WILLIAM R. EVANS, CHARTERED, VIATICAL TRUST ACCOUNT, 7542 Holabird Ave., Baltimore, Maryland 21222.

B. Principal hereby agrees that Agent shall act as Principal's agent in the negotiation and making of any viatical settlement(s) which meet or exceed the following minimum criteria and instructions: (Check desired/appropriate box(s)).

CRITERIA		
Amount of Purchase	Description of Specific Instruction(s)	Principal & Profits Return Amount
Policy(ies) insured(s) must be diagnosed terminally ill with an estimated life expectancy term of		
\$ _____	<input type="checkbox"/> First Available policy returning from 10% to 48%	\$ _____
\$ _____ (48% Return)	<input type="checkbox"/> 48 months; returning (x 1.48)	\$ _____
\$ _____ (36% Return)	<input type="checkbox"/> 36 months; returning (x 1.36)	\$ _____
\$ _____ (30% Return)	<input type="checkbox"/> 30 months; returning (x 1.30)	\$ _____
\$ _____ (24% Return)	<input type="checkbox"/> 24 months; returning (x 1.24)	\$ _____
\$ _____ (18% Return)	<input type="checkbox"/> 18 months; returning (x 1.18)	\$ _____
\$ <u>40,000</u> (10% Return)	<input checked="" type="checkbox"/> 12 months or less; returning (x 1.10)	\$ <u>44,000</u>

and said diagnosis must be from an independent medical reviewing physician or team of physicians.

\$ 40,000

TOTALS

\$ 44,000

INSTRUCTIONS

Purchase policy(ies) issued by top rated insurance company.

Policy(ies) must be beyond 2-year contestability period and all Suicide waiting clauses must be fulfilled.

WILLIAM R. EVANS, CHARTERED, or a viatical company licensed by a state of the United States must be named as Owner of the life insurance policy(ies), in order to trace patient progress, monitor patient medical history, and upon maturity, file death claim(s). In the event a licensed viatical company is named owner, William R. Evans, Chartered shall be designated irrevocable beneficiary.

Purchaser must be named as beneficiary and William R. Evans, Chartered as attorney-in-fact to work directly with the insurance company on the Purchaser's behalf to file certified death certificate, all administrative and collection forms and remit check directly to purchaser or his administrator (qualified funds).

Trustee will pay insurance policy(ies) premiums until actual maturity(ies) out of administration cost withdrawal(s) and/or the Special Trust Account.

Send purchaser within one week of each closing, the following information:

1. Copy of Absolute Assignment and Beneficiary Change
2. Purchaser Summary Page including all the particulars of the settlement, independent medical review, insurance company financial profile, and additional closing documents where appropriate.

(20) Special Instruction(s) 4 separate policy(s) divided \$10,000 each policy

C. The following appointments and authorization shall not be construed to limit Principal's authorization.

1. Principal hereby appoints Agent to (a) enter into Funds Transfer Agreements and instructions to facilitate any viatical settlement entered into on behalf of Principal; (b) file, complete, and record any document(s) reflecting the assignment of benefits with the insurance carrier of any policy and/or death benefit purchased hereunder; and, (c) do any and all other actions on behalf of Principal which may be necessary to facilitate a viatical settlement.

2. Agent is authorized to instruct Trustee to release purchase funds upon the closing of each viatical settlement.

3. Agent is authorized to instruct Trustee to release administration costs, not to exceed 20% of purchase funds, from the purchase deposit at Agent's sole and exclusive discretion.

4. Trustee is hereby directed to and shall hereafter comply with any and all directives, requests, and/or instructions communicated to Trustee by Agent unless and until written instructions to the contrary are delivered by Principal to Trustee and Agent. Such written instructions are effective upon actual receipt of same by Trustee and Agent.

D. The costs and fees for all services provided by Agent pursuant to this Agreement shall be complete and inclusive in the purchase deposit and Principal will not incur costs of any type beyond the amount of the purchase deposit herein. Principal acknowledges that Agent does not make any representations as to what specific amounts will be accepted by any person on the selling side of any viatical settlement, nor as to the specific fee(s) assessed by Agent or by any supporting entity including but not limited to reviewing physicians, laboratories, attorneys and consultants, and/or legal and trust account costs.

III. PRINCIPAL'S REPRESENTATIONS AND WARRANTIES. A. Principal represents and warrants:

1. That Principal is a bona fide resident of the state indicated above and resides at the address indicated above.
2. That all data and information provided by Principal in making this Agreement is true and correct.
3. That the viatical settlement(s) purchased hereunder are being acquired by Principal solely for the personal ownership of Principal and not for resale, assignment, or distribution to others.
4. That Principal does not possess a direct or indirect beneficial interest in any policy or policies purchased hereunder.

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IN WITNESS WHEREOF the undersigned have set their hand and seal the date first written above.

X Benjamin F. Ruoti (SEAL)
Principal

X Betty Ruoti (SEAL)
Principal

Beneficial Assistance

Michael B. Burt (SEAL)
Agent

By: _____ (SEAL)

COMPLETE THIS SECTION:

LIMITED POWER OF ATTORNEY NON-TAX QUALIFIED FUNDS

This Limited Power of Attorney shall convey by Purchaser NO OTHER AUTHORITY other than as stated hereinafter. This power of attorney may be terminated at any time by either party by Delivered Notice to that effect.

I, THE UNDERSIGNED PRINCIPAL, do hereby further constitute and appoint Beneficial Assistance, its officers, employees and agents as my true and lawful attorney for myself and in my place and stead, and my attorney-in-fact as aforesaid is empowered to act for me to file, complete and record any document reflecting the transfer of ownership and/or assignment of benefits with the insurance company or the purchased policy(ies) and/or governmental agencies requiring notification of said transfer and further to complete and file all necessary documentation and administrative forms with the insurance company to effect the payment of the death benefit proceeds to me the beneficiary.

I hereby ratify and affirm all that my attorney-in-fact has done, shall do, or may cause to be done in accordance with the foregoing.

X Benjamin F. Ruoti
Principal Date

X Betty Ruoti 1/5/99
Principal Date

LIMITED POWER OF ATTORNEY QUALIFIED FUNDS

This special power of attorney shall convey by Purchaser NO OTHER AUTHORITY OTHER THAN AS STATED HEREINAFTER. This power of attorney may be terminated at any time by either party by Delivered Notice to that effect.

I, THE UNDERSIGNED PRINCIPAL, DO HEREBY FURTHER CONSTITUTE AND APPOINT Beneficial Assistance, its officers, employees and agents as my true and lawful attorney for myself and in my place and stead, and my attorney-in-fact as aforesaid is empowered to act for me to file, complete and record any document reflecting the transfer of ownership and/or assignment of benefits with the insurance company or the purchased policy(ies) and/or governmental agencies requiring notification of said transfer and further to complete and file all necessary documentation and administrative forms with the insurance company to effect the payment of the death benefit proceeds to me the beneficiary; due all actions which may be necessary to complete the loan transaction documents from Beneficial Assistance, secured by the proceeds of any such policy(ies); to ensure that the note payable to lender is paid from the insurance policy(ies) pledged as collateral only.

I hereby ratify and affirm all that my attorney-in-fact has done, shall do, or may cause to be done in accordance with the foregoing.

Date _____

Principal _____

IRA Account # _____

REQUIRED ATTACHMENTS AND FINAL STEPS

Non-Qualified Funds: 1. Purchase Authorization Agreement

Qualified Funds: 1. Purchase Authorization Agreement
2. Check Payable to Third-Party Administrator or Request for Funds Transfer Form
3. Qualified Funds Documents
4. Send via Overnight to Beneficial Assistance, 2111 Van Daman Street, Baltimore, Maryland 21224

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5. That Principal is sophisticated in financial matters, having either sought professional advice or access to professional advice; and possesses or has access to such knowledge, education and experience in matters related to finances, tax, taxation and business such that Principal is able to evaluate the consideration involved in making viatical settlements in accordance with Section Two - Purchasing Criteria and Instructions, and to make a diligent, comfortable, and informed decision with respect thereto.

6. That Principal has adequate means of providing for, and the sustaining of, Principal's current financial needs along with all possible and potential personal contingencies; that Principal has no need for liquidity of any purchase made hereunder; that Principal is able to bear the risk that the life span of the viator or one or more of the viatical settlements purchased hereby may exceed the estimated life expectancy as set forth herein; and that Principal is committing to a purchase or purchases hereby which bears a reasonable and prudent relationship to Principal's own net worth.

7. That by reason of Principal's business and financial experience, or that of those retained by Principal to advise Principal about such, Principal possesses the capacity to comprehend the purchase(s) authorized hereunder and to protect Principal with respect hereto.

8. That the purchase funds deposited pursuant to this Agreement are neither borrowed nor in any way anticipated to be needed during the maximum maturity term selected herein.

B. Principal acknowledges that Agent has made available to Principal the opportunity to obtain additional information contained in the documents delivered to Principal and to evaluate the merits and risk factors associated with viatical settlements generally and as specified herein.

C. INDEMNITY AND HOLD HARMLESS. PRINCIPAL FURTHER ACKNOWLEDGES THAT PRINCIPAL HAS READ THIS AGREEMENT AND CLEARLY UNDERSTANDS THE MEANING, DIMENSIONS, AND LEGAL CONSEQUENCES OF THE REPRESENTATIONS AND WARRANTIES MADE HEREIN AND THEREFORE DOES HEREBY, FOR HIMSELF, HIS HEIRS, ASSIGNS, AND REPRESENTATIVES, INDEMNIFY AND HOLD HARMLESS AGENT AND AGENTS PRINCIPALS, AGENTS, REPRESENTATIVES, CONSULTANTS, EMPLOYEES, AND OTHERS ASSOCIATED WITH OR WORKING IN COOPERATION WITH AGENT PURSUANT TO THE AUTHORIZATION CONTAINED HEREIN, FROM ANY AND ALL DAMAGE AND/OR LIABILITY DUE TO OR ARISING OUT OF A BREACH OF ANY REPRESENTATIONS AND/OR WARRANTIES MADE HEREIN.

IV. NOTICES. All notices required or permitted under this Agreement shall be in writing addressed to recipient as set forth herein or any change thereto noticed hereunder, and shall be deemed delivered upon receipt. Actual receipt shall be inferred when evidenced by Certificate of Mail. The addresses herein may be changed by notice consistent with this provision.

V. HEADINGS. The headings inserted throughout this Agreement exist solely for convenience and shall not be construed as a part of this Agreement.

VI. GOVERNING LAW. This Agreement shall be interpreted, enforced, and governed by the laws of the State of Maryland. In any dispute, the prevailing party, in addition to any other recovery, award or settlement, shall be entitled to reasonable costs and expenses, including attorneys fees, whether or not litigation is initiated.

VIII. AUTHORITY TO ENTER INTO AND BINDING QUALITY OF AGREEMENT. This Agreement, the rights and obligations hereunder, shall inure to the benefit of and be binding upon the parties hereto as well as the successors-in-interest, heirs, assigns, executors and administrators, and representatives of the parties hereto. Each party represents and warrants that it or its representative has the requisite authority to enter into this Agreement.

IX. RIGHT OF RESCISSION. PRINCIPAL SHALL HAVE THE UNQUALIFIED RIGHT TO RESCIND OR CANCEL THIS AGREEMENT, IN WHICH EVENT AGENT SHALL RETURN TO PRINCIPAL ALL FUNDS DEPOSITED PURSUANT TO THIS AGREEMENT LESS ANY PORTION OF THE PURCHASE DEPOSIT USED IN, OR NECESSARY TO, THE COMPLETION OF ANY VIATICAL SETTLEMENT CONDUCTED HEREUNDER. RIGHT TO RESCIND OR CANCEL TERMINATES AUTOMATICALLY UPON DESIGNATION OF PRINCIPAL AS IRREVOCABLE BENEFICIARY ON VIATICAL POLICY.

TO RESCIND OR CANCEL THIS AGREEMENT, PRINCIPAL SHALL DELIVER WRITTEN NOTICE OF THE RESCISSION OR CANCELLATION TO AGENT, WHICH NOTICE SHALL BE EFFECTIVE UPON ACTUAL RECEIPT OF SAME BY AGENT. AGENT SHALL HAVE A REASONABLE TIME THEREAFTER TO MAKE AN ACCOUNTING AND RETURN ANY MONIES DUE TO PRINCIPAL.

2

Beneficial Assistance

PURCHASE AUTHORIZATION AGREEMENT Viatical Settlement P1698

THIS AGREEMENT made this 18 day of August, 1998, by and between **BENEFICIAL ASSISTANCE** (hereinafter "Agent"), 2111 Van Deman Street, Baltimore, Maryland 21224, and the following person (hereinafter "Principal"):

Name: Benjamin F. Root

Spouse Name: _____

Address: 6408 West Muriel

DOB: _____

City/State/Zip: Glendale, AZ 85308

SSN: _____

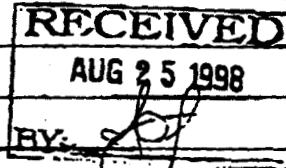
Telephone Home: 602-547-1858

Work: _____

DOB: 03-23-23

Fax: _____

SSN: 345-14-7657



RECITALS

WHEREAS, Agent is in the business of viatical settlements and desires to represent Principal as Principal's agent for identifying, qualifying, and purchasing viaticated life insurance policies and all related death benefits; and

WHEREAS, Principal desires Agent to serve as Principal's agent for the purpose of identifying, qualifying and purchasing viaticated life insurance policies and all related death benefits.

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants and promises contained herein, Principal and Agent agree as follows:

I. **AUTHORIZATION.** A. Principal hereby agrees that Agent shall represent Principal as agent, and Agent agrees to represent Principal as agent, for the purpose of identifying, qualifying, and purchasing life insurance policies and all related death benefits in the form of viatical settlements in accordance with the purchasing criteria and instructions set forth below. Principal hereby approves and adopts these purchasing criteria and instructions as the criteria and instructions to guide Agent while acting as Principal's agent hereunder.

B. The relationship between Principal and Agent herein is that of principal and agent and neither Agent nor any of Agent's representatives is in any way acting as an insurance agent, insurance broker, insurance representative, securities broker, securities dealer, securities representative, investment advisor, financial planner, legal advisor or tax advisor. No transaction entered into here under shall be interpreted as the purchase of life insurance on Principal or as a security transaction.

II. **PURCHASE CRITERIA AND INSTRUCTIONS.** A. Principal hereby agrees to deposit the sum of Eight thousand

Four hundred 10 (\$8,410), via check or money order payable in U.S. dollars to WILLIAM R. EVANS, CHARTERED, VIATICAL TRUST ACCOUNT, 7542 Holabird Ave., Baltimore, Maryland 21222.

B. Principal hereby agrees that Agent shall act as Principal's agent in the negotiation and making of any viatical settlement(s) which meet or exceed the following minimum criteria and instructions: (Check desired/appropriate box(s)).

CRITERIA

Amount of Purchase	Description of Specific Instruction(s)	Principal & Profit Return Amount
Policy(ies) insured(s) must be diagnosed terminally III with an estimated life expectancy term of		
\$ _____	<input type="checkbox"/> First Available policy returning from 10% to 48%	\$ _____
\$ _____ (48% Return)	<input type="checkbox"/> 48 months; returning (x 1.48)	\$ _____
\$ _____ (36% Return)	<input checked="" type="checkbox"/> 36 months; returning (x 1.36)	\$ _____
\$ _____ (30% Return)	<input type="checkbox"/> 30 months; returning (x 1.30)	\$ _____
\$ <u>8,410</u> (24% Return)	<input checked="" type="checkbox"/> 24 months; returning (x 1.24)	\$ <u>10,428</u>
\$ _____ (18% Return)	<input type="checkbox"/> 18 months; returning (x 1.18)	\$ _____
\$ _____ (10% Return)	<input type="checkbox"/> 12 months or less; returning (x 1.10)	\$ _____

and said diagnosis must be from an independent medical reviewing physician or team of physicians.

\$ 8,410

TOTALS

\$ 10,428

INSTRUCTIONS

Purchase policy(ies) issued by top rated insurance company.

Policy(ies) must be beyond 2-year contestability period and all Suicide waiting clauses must be fulfilled.

WILLIAM R. EVANS, CHARTERED, or a viatical company licensed by a state of the United States must be named as Owner of the life insurance policy(ies), in order to trace patient progress, monitor patient medical history, and upon maturity, file death claim(s). In the event a licensed viatical company is named owner, William R. Evans, Chartered shall be designated irrevocable beneficiary.

Purchaser must be named as beneficiary and William R. Evans, Chartered as attorney-in-fact to work directly with the insurance company on the Purchaser's behalf to file certified death certificate, all administrative and collection forms and remit check directly to purchaser or his administrator (qualified funds).

Trustee will pay insurance policy(ies) premiums until actual maturity(ies) out of administration cost withdrawal(s) and/or the Special Trust Account.

Send purchaser within one week of each closing, the following information:

1. Copy of Absolute Assignment and Beneficiary Change
2. Purchaser Summary Page including all the particulars of the settlement, independent medical review, insurance company financial profile, and additional closing documents where appropriate.

☐ Special Instruction(s) _____

C. The following appointments and authorization shall not be construed to limit Principal's authorization.

1. Principal hereby appoints Agent to (a) enter into Funds Transfer Agreements and Instructions to facilitate any viatical settlement entered into on behalf of Principal; (b) file, complete, and record any document(s) reflecting the assignment of benefits with the insurance carrier of any policy and/or death benefit purchased hereunder; and, (c) do any and all other actions on behalf of Principal which may be necessary to facilitate a viatical settlement.

2. Agent is authorized to instruct Trustee to release purchase funds upon the closing of each viatical settlement.

3. Agent is authorized to instruct Trustee to release administration costs, not to exceed 20% of purchase funds, from the purchase deposit at Agent's sole and exclusive discretion.

4. Trustee is hereby directed to and shall hereafter comply with any and all directives, requests, and/or instructions communicated to Trustee by Agent unless and until written instructions to the contrary are delivered by Principal to Trustee and Agent. Such written instructions are effective upon actual receipt of same by Trustee and Agent.

D. The costs and fees for all services provided by Agent pursuant to this Agreement shall be complete and inclusive in the purchase deposit and Principal will not incur costs of any type beyond the amount of the purchase deposit herein. Principal acknowledges that Agent does not make any representations as to what specific amounts will be accepted by any person on the selling side of any viatical settlement, nor as to the specific fee(s) assessed by Agent or by any supporting entity including but not limited to reviewing physicians, laboratories, attorneys and consultants, and/or legal and trust account costs.

III. PRINCIPAL'S REPRESENTATIONS AND WARRANTIES. A. Principal represents and warrants:

1. That Principal is a bona fide resident of the state indicated above and resides at the address indicated above.
2. That all data and information provided by Principal in making this Agreement is true and correct.
3. That the viatical settlement(s) purchased hereunder are being acquired by Principal solely for the personal ownership of Principal and not for resale, assignment, or distribution to others.
4. That Principal does not possess a direct or indirect beneficial interest in any policy or policies purchased hereunder.

32860

IN WITNESS WHEREOF the undersigned have set their hand and seal the date first written above.

Benjamin F. Rusti (SEAL)
Principal

Principal (SEAL)

Michael Bell (SEAL)
Agent

Beneficial Assistance
By [Signature] (SEAL)

COMPLETE THIS SECTION:

LIMITED POWER OF ATTORNEY NON-TAX QUALIFIED FUNDS

This Limited Power of Attorney shall convey by Purchaser NO OTHER AUTHORITY other than as stated hereinafter. This power of attorney may be terminated at any time by either party by Delivered Notice to that effect.

I, THE UNDERSIGNED PRINCIPAL, do hereby further constitute and appoint Beneficial Assistance, its officers, employees and agents as my true and lawful attorney for myself and in my place and stead, and my attorney-in-fact as aforesaid is empowered to act for me to file, complete and record any document reflecting the transfer of ownership and/or assignment of benefits with the insurance company or the purchased policy(ies) and/or governmental agencies requiring notification of said transfer and further to complete and file all necessary documentation and administrative forms with the insurance company to effect the payment of the death benefit proceeds to me the beneficiary.

I hereby ratify and affirm all that my attorney-in-fact has done, shall do, or may cause to be done in accordance with the foregoing.

Principal _____ Date _____ Principal _____ Date _____

LIMITED POWER OF ATTORNEY QUALIFIED FUNDS

This special power of attorney shall convey by Purchaser NO OTHER AUTHORITY OTHER THAN AS STATED HEREINAFTER. This power of attorney may be terminated at any time by either party by Delivered Notice to that effect.

I, THE UNDERSIGNED PRINCIPAL, DO HEREBY FURTHER CONSTITUTE AND APPOINT Beneficial Assistance, its officers, employees and agents as my true and lawful attorney for myself and in my place and stead, and my attorney-in-fact as aforesaid is empowered to act for me to file, complete and record any document reflecting the transfer of ownership and/or assignment of benefits with the insurance company or the purchased policy(ies) and/or governmental agencies requiring notification of said transfer and further to complete and file all necessary documentation and administrative forms with the insurance company to effect the payment of the death benefit proceeds to me the beneficiary; due all actions which may be necessary to complete the loan transaction documents from Beneficial Assistance, secured by the proceeds of any such policy(ies); to ensure that the note payable to lender is paid from the insurance policy(ies) pledged as collateral only.

I hereby ratify and affirm all that my attorney-in-fact has done, shall do, or may cause to be done in accordance with the foregoing.

Date 08-18-98

Benjamin F. Rusti
Principal

IRA Account # _____

REQUIRED ATTACHMENTS AND FINAL STEPS

Non-Qualified Funds: 1. Purchase Authorization Agreement

Qualified Funds: 1. Purchase Authorization Agreement
2. Check Payable to Third-Party Administrator or Request for Funds Transfer Form
3. Qualified Funds Documents
4. Send via Overnight to Beneficial Assistance, 2111 Van Daman Street, Baltimore, Maryland 21224

32860

5. That Principal is sophisticated in financial matters, having either sought professional advice or access to professional advice; and possesses or has access to such knowledge, education and experience in matters related to finances, tax, taxation and business such that Principal is able to evaluate the consideration involved in making viatical settlements in accordance with Section Two - Purchasing Criteria and Instructions, and to make a diligent, comfortable, and informed decision with respect thereto.

6. That Principal has adequate means of providing for, and the sustaining of, Principal's current financial needs along with all possible and potential personal contingencies; that Principal has no need for liquidity of any purchase made hereunder; that Principal is able to bear the risk that the life span of the viator or one or more of the viatical settlements purchased hereby may exceed the estimated life expectancy as set forth herein; and that Principal is committing to a purchase or purchases hereby which bears a reasonable and prudent relationship to Principal's own net worth.

7. That by reason of Principal's business and financial experience, or that of those retained by Principal to advise Principal about such, Principal possesses the capacity to comprehend the purchase(s) authorized hereunder and to protect Principal with respect hereto.

8. That the purchase funds deposited pursuant to this Agreement are neither borrowed nor in any way anticipated to be needed during the maximum maturity term selected herein.

B. Principal acknowledges that Agent has made available to Principal the opportunity to obtain additional information contained in the documents delivered to Principal and to evaluate the merits and risk factors associated with viatical settlements generally and as specified herein.

C. INDEMNITY AND HOLD HARMLESS. PRINCIPAL FURTHER ACKNOWLEDGES THAT PRINCIPAL HAS READ THIS AGREEMENT AND CLEARLY UNDERSTANDS THE MEANING, DIMENSIONS, AND LEGAL CONSEQUENCES OF THE REPRESENTATIONS AND WARRANTIES MADE HEREIN AND THEREFORE DOES HEREBY, FOR HIMSELF, HIS HEIRS, ASSIGNS, AND REPRESENTATIVES, INDEMNIFY AND HOLD HARMLESS AGENT AND AGENTS PRINCIPALS, AGENTS, REPRESENTATIVES, CONSULTANTS, EMPLOYEES, AND OTHERS ASSOCIATED WITH OR WORKING IN COOPERATION WITH AGENT PURSUANT TO THE AUTHORIZATION CONTAINED HEREIN, FROM ANY AND ALL DAMAGE AND/OR LIABILITY DUE TO OR ARISING OUT OF A BREACH OF ANY REPRESENTATIONS AND/OR WARRANTIES MADE HEREIN.

IV. NOTICES. All notices required or permitted under this Agreement shall be in writing addressed to recipient as set forth herein or any change thereto noticed hereunder, and shall be deemed delivered upon receipt. Actual receipt shall be inferred when evidenced by Certificate of Mail. The addresses herein may be changed by notice consistent with this provision.

V. HEADINGS. The headings inserted throughout this Agreement exist solely for convenience and shall not be construed as a part of this Agreement.

VI. GOVERNING LAW. This Agreement shall be interpreted, enforced, and governed by the laws of the State of Maryland. In any dispute, the prevailing party, in addition to any other recovery, award or settlement, shall be entitled to reasonable costs and expenses, including attorneys fees, whether or not litigation is initiated.

VII. AUTHORITY TO ENTER INTO AND BINDING QUALITY OF AGREEMENT. This Agreement, the rights and obligations hereunder, shall inure to the benefit of and be binding upon the parties hereto as well as the successors-in-interest, heirs, assigns, executors and administrators, and representatives of the parties hereto. Each party represents and warrants that it or its representative has the requisite authority to enter into this Agreement.

IX. RIGHT OF RESCISSION. PRINCIPAL SHALL HAVE THE UNQUALIFIED RIGHT TO RESCIND OR CANCEL THIS AGREEMENT, IN WHICH EVENT AGENT SHALL RETURN TO PRINCIPAL ALL FUNDS DEPOSITED PURSUANT TO THIS AGREEMENT LESS ANY PORTION OF THE PURCHASE DEPOSIT USED IN, OR NECESSARY TO, THE COMPLETION OF ANY VIATICAL SETTLEMENT CONDUCTED HEREUNDER. RIGHT TO RESCIND OR CANCEL TERMINATES AUTOMATICALLY UPON DESIGNATION OF PRINCIPAL AS IRREVOCABLE BENEFICIARY ON VIATICAL POLICY.

TO RESCIND OR CANCEL THIS AGREEMENT, PRINCIPAL SHALL DELIVER WRITTEN NOTICE OF THE RESCISSION OR CANCELLATION TO AGENT. WHICH NOTICE SHALL BE EFFECTIVE UPON ACTUAL RECEIPT OF SAME BY AGENT. AGENT SHALL HAVE A REASONABLE TIME THEREAFTER TO MAKE AN ACCOUNTING AND RETURN ANY MONIES DUE TO PRINCIPAL.

3

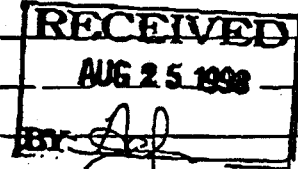


PURCHASE AUTHORIZATION AGREEMENT

Viatical Settlement P1693

THIS AGREEMENT made this 19 day of August, 1998, by and between **BENEFICIAL ASSISTANCE** (hereinafter "Agent"), 2111 Van Deman Street, Baltimore, Maryland 21224, and the following person (hereinafter "Principal"):

Name: Benjamin F. Ruoti Spouse Name: Betty T. Ruoti
 Address: 6408 West Muriel DOB: 12-17-25
 City/State/Zip: Glendale, AZ 85308 SSN: 361-14-0688
 Telephone Home: 602-547-1858 Work: N/A
 DOB: 03-23-23 Fax: N/A
 SSN: 345-14-7657



RECITALS

WHEREAS, Agent is in the business of viatical settlements and desires to represent Principal as Principal's agent for identifying, qualifying, and purchasing viaticated life insurance policies and all related death benefits; and

WHEREAS, Principal desires Agent to serve as Principal's agent for the purpose of identifying, qualifying and purchasing viaticated life insurance policies and all related death benefits.

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants and promises contained herein, Principal and Agent agree as follows:

I. **AUTHORIZATION.** A. Principal hereby agrees that Agent shall represent Principal as agent, and Agent agrees to represent Principal as agent, for the purpose of identifying, qualifying, and purchasing life insurance policies and all related death benefits in the form of viatical settlements in accordance with the purchasing criteria and instructions set forth below. Principal hereby approves and adopts these purchasing criteria and instructions as the criteria and instructions to guide Agent while acting as Principal's agent hereunder.

B. The relationship between Principal and Agent herein is that of principal and agent and neither Agent nor any of Agent's representatives is in any way acting as an insurance agent, insurance broker, insurance representative, securities broker, securities dealer, securities representative, investment advisor, financial planner, legal advisor or tax advisor. No transaction entered into here under shall be interpreted as the purchase of life insurance on Principal or as a security transaction.

II. **PURCHASE CRITERIA AND INSTRUCTIONS.** A. Principal hereby agrees to deposit the sum of Thirty thousand eight hundred three (\$30,803), via check or money order payable in U.S. dollars to WILLIAM R. EVANS, CHARTERED, VIATICAL TRUST ACCOUNT, 7542 Holabird Ave., Baltimore, Maryland 21222.

B. Principal hereby agrees that Agent shall act as Principal's agent in the negotiation and making of any viatical settlement(s) which meet or exceed the following minimum criteria and instructions: (Check desired/appropriate box(s)).

CRITERIA		
Amount of Purchase	Description of Specific Instruction(s)	Principal & Profits Return Amount
	Policy(ies) insured(s) must be diagnosed terminally ill with an estimated life expectancy term of	
\$ <u> </u>	<input type="checkbox"/> First Available policy returning from 10% to 48%	\$ <u> </u>
\$ <u>30,803</u> (48% Return)	<input checked="" type="checkbox"/> 48 months; returning (x 1.48)	\$ <u>45,588</u>
\$ <u> </u> (36% Return)	<input type="checkbox"/> 36 months; returning (x 1.36)	\$ <u> </u>
\$ <u> </u> (30% Return)	<input type="checkbox"/> 30 months; returning (x 1.30)	\$ <u> </u>
\$ <u> </u> (24% Return)	<input type="checkbox"/> 24 months; returning (x 1.24)	\$ <u> </u>
\$ <u> </u> (18% Return)	<input type="checkbox"/> 18 months; returning (x 1.18)	\$ <u> </u>
\$ <u> </u> (10% Return)	<input type="checkbox"/> 12 months or less; returning (x 1.10)	\$ <u> </u>

and said diagnosis must be from an independent medical reviewing physician or team of physicians.

\$ 30,803 TOTALS \$ 45,588

INSTRUCTIONS

Purchase policy(ies) issued by top rated insurance company.

Policy(ies) must be beyond 2-year contestability period and all Suicide waiting clauses must be fulfilled.

WILLIAM R. EVANS, CHARTERED, or a viatical company licensed by a state of the United States must be named as Owner of the life insurance policy(ies), in order to trace patient progress, monitor patient medical history, and upon maturity, file death claim(s). In the event a licensed viatical company is named owner, William R. Evans, Chartered shall be designated irrevocable beneficiary.

Purchaser must be named as beneficiary and William R. Evans, Chartered as attorney-in-fact to work directly with the insurance company on the Purchaser's behalf to file certified death certificate, all administrative and collection forms and remit check directly to purchaser or his administrator (qualified funds).

Trustee will pay insurance policy(ies) premiums until actual maturity(ies) out of administration cost withdrawal(s) and/or the Special Trust Account.

Send purchaser within one week of each closing, the following information:

1. Copy of Absolute Assignment and Beneficiary Change
2. Purchaser Summary Page including all the particulars of the settlement, independent medical review, insurance company financial profile, and additional closing documents where appropriate.

☒ Special Instruction(s) ~~Total amount invested \$30,803 to be equally divided between~~
3 separate policies

C. The following appointments and authorization shall not be construed to limit Principal's authorization.

1. Principal hereby appoints Agent to (a) enter into Funds Transfer Agreements and instructions to facilitate any viatical settlement entered into on behalf of Principal; (b) file, complete, and record any document(s) reflecting the assignment of benefits with the insurance carrier of any policy and/or death benefit purchased hereunder; and, (c) do any and all other actions on behalf of Principal which may be necessary to facilitate a viatical settlement.
2. Agent is authorized to instruct Trustee to release purchase funds upon the closing of each viatical settlement.
3. Agent is authorized to instruct Trustee to release administration costs, not to exceed 20% of purchase funds, from the purchase deposit at Agent's sole and exclusive discretion.
4. Trustee is hereby directed to and shall hereafter comply with any and all directives, requests, and/or instructions communicated to Trustee by Agent unless and until written instructions to the contrary are delivered by Principal to Trustee and Agent. Such written instructions are effective upon actual receipt of same by Trustee and Agent.

D. The costs and fees for all services provided by Agent pursuant to this Agreement shall be complete and inclusive in the purchase deposit and Principal will not incur costs of any type beyond the amount of the purchase deposit herein. Principal acknowledges that Agent does not make any representations as to what specific amounts will be accepted by any person on the selling side of any viatical settlement, nor as to the specific fee(s) assessed by Agent or by any supporting entity including but not limited to reviewing physicians, laboratories, attorneys and consultants, and/or legal and trust account costs.

III. PRINCIPAL'S REPRESENTATIONS AND WARRANTIES. A. Principal represents and warrants:

1. That Principal is a bona fide resident of the state indicated above and resides at the address indicated above.
2. That all data and information provided by Principal in making this Agreement is true and correct.
3. That the viatical settlement(s) purchased hereunder are being acquired by Principal solely for the personal ownership of Principal and not for resale, assignment, or distribution to others.
4. That Principal does not possess a direct or indirect beneficial interest in any policy or policies purchased hereunder.

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IN WITNESS WHEREOF the undersigned have set their hand and seal the date first written above.

Benjamin F. Rusti (SEAL)
Principal

Bella Rusti (SEAL)
Principal

Beneficial Assistance

Nicholas R. Lee (SEAL)
Agent

A. E. Jordan (SEAL)
By

COMPLETE THIS SECTION:

LIMITED POWER OF ATTORNEY NON-TAX QUALIFIED FUNDS

This Limited Power of Attorney shall convey by Purchaser NO OTHER AUTHORITY other than as stated hereinafter. This power of attorney may be terminated at any time by either party by Delivered Notice to that effect.

I, THE UNDERSIGNED PRINCIPAL, do hereby further constitute and appoint Beneficial Assistance, its officers, employees and agents as my true and lawful attorney for myself and in my place and stead, and my attorney-in-fact as aforesaid is empowered to act for me to file, complete and record any document reflecting the transfer of ownership and/or assignment of benefits with the insurance company or the purchased policy(ies) and/or governmental agencies requiring notification of said transfer and further to complete and file all necessary documentation and administrative forms with the insurance company to effect the payment of the death benefit proceeds to me the beneficiary.

I hereby ratify and affirm all that my attorney-in-fact has done, shall do, or may cause to be done in accordance with the foregoing.

Benjamin F. Rusti 8-18-98
Principal Date

Bella Rusti 8-18-98
Principal Date

LIMITED POWER OF ATTORNEY QUALIFIED FUNDS

This special power of attorney shall convey by Purchaser NO OTHER AUTHORITY OTHER THAN AS STATED HEREINAFTER. This power of attorney may be terminated at any time by either party by Delivered Notice to that effect.

I, THE UNDERSIGNED PRINCIPAL, DO HEREBY FURTHER CONSTITUTE AND APPOINT Beneficial Assistance, its officers, employees and agents as my true and lawful attorney for myself and in my place and stead, and my attorney-in-fact as aforesaid is empowered to act for me to file, complete and record any document reflecting the transfer of ownership and/or assignment of benefits with the insurance company or the purchased policy(ies) and/or governmental agencies requiring notification of said transfer and further to complete and file all necessary documentation and administrative forms with the insurance company to effect the payment of the death benefit proceeds to me the beneficiary; due all actions which may be necessary to complete the loan transaction documents from Beneficial Assistance, secured by the proceeds of any such policy(ies); to ensure that the note payable to lender is paid from the insurance policy(ies) pledged as collateral only.

I hereby ratify and affirm all that my attorney-in-fact has done, shall do, or may cause to be done in accordance with the foregoing.

Date _____

Principal _____

IRA Account # _____

REQUIRED ATTACHMENTS AND FINAL STEPS

Non-Qualified Funds: 1. Purchase Authorization Agreement

Qualified Funds:

1. Purchase Authorization Agreement
2. Check Payable to Third-Party Administrator or Request for Funds Transfer Form
3. Qualified Funds Documents
4. Send via Overnight to Beneficial Assistance, 2111 Van Daman Street, Baltimore, Maryland 21224

32860

5. That Principal is sophisticated in financial matters, having either sought professional advice or access to professional advice; and possesses or has access to such knowledge, education and experience in matters related to finances, tax, taxation and business such that Principal is able to evaluate the consideration involved in making viatical settlements in accordance with Section Two - Purchasing Criteria and Instructions, and to make a diligent, comfortable, and informed decision with respect thereto.

6. That Principal has adequate means of providing for, and the sustaining of, Principal's current financial needs along with all possible and potential personal contingencies; that Principal has no need for liquidity of any purchase made hereunder; that Principal is able to bear the risk that the life span of the viator or one or more of the viatical settlements purchased hereby may exceed the estimated life expectancy as set forth herein; and that Principal is committing to a purchase or purchases hereby which bears a reasonable and prudent relationship to Principal's own net worth.

7. That by reason of Principal's business and financial experience, or that of those retained by Principal to advise Principal about such, Principal possesses the capacity to comprehend the purchase(s) authorized hereunder and to protect Principal with respect hereto.

8. That the purchase funds deposited pursuant to this Agreement are neither borrowed nor in any way anticipated to be needed during the maximum maturity term selected herein.

B. Principal acknowledges that Agent has made available to Principal the opportunity to obtain additional information contained in the documents delivered to Principal and to evaluate the merits and risk factors associated with viatical settlements generally and as specified herein.

C. INDEMNITY AND HOLD HARMLESS. PRINCIPAL FURTHER ACKNOWLEDGES THAT PRINCIPAL HAS READ THIS AGREEMENT AND CLEARLY UNDERSTANDS THE MEANING, DIMENSIONS, AND LEGAL CONSEQUENCES OF THE REPRESENTATIONS AND WARRANTIES MADE HEREIN AND THEREFORE DOES HEREBY, FOR HIMSELF, HIS HEIRS, ASSIGNS, AND REPRESENTATIVES, INDEMNIFY AND HOLD HARMLESS AGENT AND AGENTS PRINCIPALS, AGENTS, REPRESENTATIVES, CONSULTANTS, EMPLOYEES, AND OTHERS ASSOCIATED WITH OR WORKING IN COOPERATION WITH AGENT PURSUANT TO THE AUTHORIZATION CONTAINED HEREIN, FROM ANY AND ALL DAMAGE AND/OR LIABILITY DUE TO OR ARISING OUT OF A BREACH OF ANY REPRESENTATIONS AND/OR WARRANTIES MADE HEREIN.

IV. NOTICES. All notices required or permitted under this Agreement shall be in writing addressed to recipient as set forth herein or any change thereto noticed hereunder, and shall be deemed delivered upon receipt. Actual receipt shall be inferred when evidenced by Certificate of Mail. The addresses herein may be changed by notice consistent with this provision.

V. HEADINGS. The headings inserted throughout this Agreement exist solely for convenience and shall not be construed as a part of this Agreement.

VI. GOVERNING LAW. This Agreement shall be interpreted, enforced, and governed by the laws of the State of Maryland. In any dispute, the prevailing party, in addition to any other recovery, award or settlement, shall be entitled to reasonable costs and expenses, including attorneys fees, whether or not litigation is initiated.

VIII. AUTHORITY TO ENTER INTO AND BINDING QUALITY OF AGREEMENT. This Agreement, the rights and obligations hereunder, shall inure to the benefit of and be binding upon the parties hereto as well as the successors-in-interest, heirs, assigns, executors and administrators, and representatives of the parties hereto. Each party represents and warrants that it or its representative has the requisite authority to enter into this Agreement.

IX. RIGHT OF RESCISSION. PRINCIPAL SHALL HAVE THE UNQUALIFIED RIGHT TO RESCIND OR CANCEL THIS AGREEMENT, IN WHICH EVENT AGENT SHALL RETURN TO PRINCIPAL ALL FUNDS DEPOSITED PURSUANT TO THIS AGREEMENT LESS ANY PORTION OF THE PURCHASE DEPOSIT USED IN, OR NECESSARY TO, THE COMPLETION OF ANY VIATICAL SETTLEMENT CONDUCTED HEREUNDER. RIGHT TO RESCIND OR CANCEL TERMINATES AUTOMATICALLY UPON DESIGNATION OF PRINCIPAL AS IRREVOCABLE BENEFICIARY ON VIATICAL POLICY.

TO RESCIND OR CANCEL THIS AGREEMENT, PRINCIPAL SHALL DELIVER WRITTEN NOTICE OF THE RESCISSION OR CANCELLATION TO AGENT, WHICH NOTICE SHALL BE EFFECTIVE UPON ACTUAL RECEIPT OF SAME BY AGENT. AGENT SHALL HAVE A REASONABLE TIME THEREAFTER TO MAKE AN ACCOUNTING AND RETURN ANY MONIES DUE TO PRINCIPAL.

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PURCHASE AUTHORIZATION AGREEMENT Viatical Settlement P1697

THIS AGREEMENT made this 18 day of August, 19 98, by and between BENEFICIAL ASSISTANCE (hereinafter "Agent"), 2111 Van Daman Street, Baltimore, Maryland 21224, and the following person (hereinafter "Principal"):

Name: Betty T. Ruoti

Spouse Name: _____

Address: 6408 West Muriel

DOB: _____

City/State/Zip: Glendale, AZ 85308

SSN: _____

Telephone Home: 602-547-1858

Work: _____

DOB: 12-17-25

Fax: _____

SSN: 361-14-0688

RECITALS

WHEREAS, Agent is in the business of viatical settlements and desires to represent Principal as Principal's agent for identifying, qualifying, and purchasing viaticated life insurance policies and all related death benefits; and

WHEREAS, Principal desires Agent to serve as Principal's agent for the purpose of identifying, qualifying and purchasing viaticated life insurance policies and all related death benefits.

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants and promises contained herein, Principal and Agent agree as follows:

I. **AUTHORIZATION.** A. Principal hereby agrees that Agent shall represent Principal as agent, and Agent agrees to represent Principal as agent, for the purpose of identifying, qualifying, and purchasing life insurance policies and all related death benefits in the form of viatical settlements in accordance with the purchasing criteria and instructions set forth below. Principal hereby approves and adopts these purchasing criteria and instructions as the criteria and instructions to guide Agent while acting as Principal's agent hereunder.

B. The relationship between Principal and Agent herein is that of principal and agent and neither Agent nor any of Agent's representatives is in any way acting as an insurance agent, insurance broker, insurance representative, securities broker, securities dealer, securities representative, investment advisor, financial planner, legal advisor or tax advisor. No transaction entered into here under shall be interpreted as the purchase of life insurance on Principal or as a security transaction.

II. **PURCHASE CRITERIA AND INSTRUCTIONS.** A. Principal hereby agrees to deposit the sum of Eight thousand
two hundred sixty-eight, 8,268 via check or money order payable in U.S. dollars to WILLIAM R. EVANS, CHARTERED, VIATICAL TRUST ACCOUNT, 7542 Holabird Ave., Baltimore, Maryland 21222.

B. Principal hereby agrees that Agent shall act as Principal's agent in the negotiation and making of any viatical settlement(s) which meet or exceed the following minimum criteria and instructions: (Check desired/appropriate box(s)).

CRITERIA

Amount of Purchase	Description of Specific Instruction(s)	Principal & Profits Return Amount
Policy(ies) insured(s) must be diagnosed terminally ill with an estimated life expectancy term of		
\$ _____	<input type="checkbox"/> First Available policy returning from 10% to 48%	\$ _____
\$ _____ (48% Return)	<input type="checkbox"/> 48 months; returning (x 1.48)	\$ _____
\$ _____ (36% Return)	<input type="checkbox"/> 36 months; returning (x 1.36)	\$ _____
\$ _____ (30% Return)	<input type="checkbox"/> 30 months; returning (x 1.30)	\$ _____
\$ <u>8,268</u> (24% Return)	<input type="checkbox"/> 24 months; returning (x 1.24)	\$ <u>10,252</u>
\$ _____ (18% Return)	<input type="checkbox"/> 18 months; returning (x 1.18)	\$ _____
\$ _____ (10% Return)	<input type="checkbox"/> 12 months or less; returning (x 1.10)	\$ _____

and said diagnosis must be from an independent medical reviewing physician or team of physicians.

\$ 8,268

TOTALS

\$ 10,252

INSTRUCTIONS

Purchase policy(ies) issued by top rated insurance company.

Policy(ies) must be beyond 2-year contestability period and all Suicide waiting clauses must be fulfilled.

WILLIAM R. EVANS, CHARTERED, or a viatical company licensed by a state of the United States must be named as Owner of the life insurance policy(ies), in order to trace patient progress, monitor patient medical history, and upon maturity, file death claim(s). In the event a licensed viatical company is named owner, William R. Evans, Chartered shall be designated irrevocable beneficiary.

Purchaser must be named as beneficiary and William R. Evans, Chartered as attorney-in-fact to work directly with the insurance company on the Purchaser's behalf to file certified death certificate, all administrative and collection forms and remit check directly to purchaser or his administrator (qualified funds).

Trustee will pay insurance policy(ies) premiums until actual maturity(ies) out of administration cost withdrawal(s) and/or the Special Trust Account.

Send purchaser within one week of each closing, the following information:

1. Copy of Absolute Assignment and Beneficiary Change
2. Purchaser Summary Page including all the particulars of the settlement, independent medical review, insurance company financial profile, and additional closing documents where appropriate.

☐ Special Instruction(s) _____

C. The following appointments and authorization shall not be construed to limit Principal's authorization.

1. Principal hereby appoints Agent to (a) enter into Funds Transfer Agreements and instructions to facilitate any viatical settlement entered into on behalf of Principal; (b) file, complete, and record any document(s) reflecting the assignment of benefits with the insurance carrier of any policy and/or death benefit purchased hereunder; and, (c) do any and all other actions on behalf of Principal which may be necessary to facilitate a viatical settlement.

2. Agent is authorized to instruct Trustee to release purchase funds upon the closing of each viatical settlement.

3. Agent is authorized to instruct Trustee to release administration costs, not to exceed 20% of purchase funds, from the purchase deposit at Agent's sole and exclusive discretion.

4. Trustee is hereby directed to and shall hereafter comply with any and all directives, requests, and/or instructions communicated to Trustee by Agent unless and until written instructions to the contrary are delivered by Principal to Trustee and Agent. Such written instructions are effective upon actual receipt of same by Trustee and Agent.

D. The costs and fees for all services provided by Agent pursuant to this Agreement shall be complete and inclusive in the purchase deposit and Principal will not incur costs of any type beyond the amount of the purchase deposit herein. Principal acknowledges that Agent does not make any representations as to what specific amounts will be accepted by any person on the selling side of any viatical settlement, nor as to the specific fee(s) assessed by Agent or by any supporting entity including but not limited to reviewing physicians, laboratories, attorneys and consultants, and/or legal and trust account costs.

III. PRINCIPAL'S REPRESENTATIONS AND WARRANTIES. A. Principal represents and warrants:

1. That Principal is a bona fide resident of the state indicated above and resides at the address indicated above.
2. That all data and information provided by Principal in making this Agreement is true and correct.
3. That the viatical settlement(s) purchased hereunder are being acquired by Principal solely for the personal ownership of Principal and not for resale, assignment, or distribution to others.
4. That Principal does not possess a direct or indirect beneficial interest in any policy or policies purchased hereunder.

32860

IN WITNESS WHEREOF the undersigned have set their hand and seal the date first written above.

Beth Thurt (SEAL)
Principal

Principal (SEAL)

Michael Lee (SEAL)
Agent

Beneficial Assistance
By [Signature] (SEAL)

COMPLETE THIS SECTION:

LIMITED POWER OF ATTORNEY NON-TAX QUALIFIED FUNDS

This Limited Power of Attorney shall convey by Purchaser NO OTHER AUTHORITY other than as stated hereinafter. This power of attorney may be terminated at any time by either party by Delivered Notice to that effect.

I, THE UNDERSIGNED PRINCIPAL, do hereby further constitute and appoint Beneficial Assistance, its officers, employees and agents as my true and lawful attorney for myself and in my place and stead, and my attorney-in-fact as aforesaid is empowered to act for me to file, complete and record any document reflecting the transfer of ownership and/or assignment of benefits with the insurance company or the purchased policy(ies) and/or governmental agencies requiring notification of said transfer and further to complete and file all necessary documentation and administrative forms with the insurance company to effect the payment of the death benefit proceeds to me the beneficiary.

I hereby ratify and affirm all that my attorney-in-fact has done, shall do, or may cause to be done in accordance with the foregoing.

Principal Date

Principal Date

LIMITED POWER OF ATTORNEY QUALIFIED FUNDS

This special power of attorney shall convey by Purchaser NO OTHER AUTHORITY OTHER THAN AS STATED HEREINAFTER. This power of attorney may be terminated at any time by either party by Delivered Notice to that effect.

I, THE UNDERSIGNED PRINCIPAL, DO HEREBY FURTHER CONSTITUTE AND APPOINT Beneficial Assistance, its officers, employees and agents as my true and lawful attorney for myself and in my place and stead, and my attorney-in-fact as aforesaid is empowered to act for me to file, complete and record any document reflecting the transfer of ownership and/or assignment of benefits with the insurance company or the purchased policy(ies) and/or governmental agencies requiring notification of said transfer and further to complete and file all necessary documentation and administrative forms with the insurance company to effect the payment of the death benefit proceeds to me the beneficiary; due all actions which may be necessary to complete the loan transaction documents from Beneficial Assistance, secured by the proceeds of any such policy(ies); to ensure that the note payable to lender is paid from the insurance policy(ies) pledged as collateral only.

I hereby ratify and affirm all that my attorney-in-fact has done, shall do, or may cause to be done in accordance with the foregoing.

Date August 18, 1998

Beth Thurt
Principal

IRA Account # _____

REQUIRED ATTACHMENTS AND FINAL STEPS

Non-Qualified Funds: 1. Purchase Authorization Agreement

Qualified Funds: 1. Purchase Authorization Agreement
2. Check Payable to Third-Party Administrator or Request for Funds Transfer Form
3. Qualified Funds Documents
4. Send via Overnight to Beneficial Assistance, 2111 Van Deman Street, Baltimore, Maryland 21224

32860

5. That Principal is sophisticated in financial matters, having either sought professional advice or access to professional advice; and possesses or has access to such knowledge, education and experience in matters related to finances, tax, taxation and business such that Principal is able to evaluate the consideration involved in making viatical settlements in accordance with Section Two - Purchasing Criteria and Instructions, and to make a diligent, comfortable, and informed decision with respect thereto.

6. That Principal has adequate means of providing for, and the sustaining of, Principal's current financial needs along with all possible and potential personal contingencies; that Principal has no need for liquidity of any purchase made hereunder; that Principal is able to bear the risk that the life span of the viator or one or more of the viatical settlements purchased hereby may exceed the estimated life expectancy as set forth herein; and that Principal is committing to a purchase or purchases hereby which bears a reasonable and prudent relationship to Principal's own net worth.

7. That by reason of Principal's business and financial experience, or that of those retained by Principal to advise Principal about such, Principal possesses the capacity to comprehend the purchase(s) authorized hereunder and to protect Principal with respect hereto.

8. That the purchase funds deposited pursuant to this Agreement are neither borrowed nor in any way anticipated to be needed during the maximum maturity term selected herein.

8. Principal acknowledges that Agent has made available to Principal the opportunity to obtain additional information contained in the documents delivered to Principal and to evaluate the merits and risk factors associated with viatical settlements generally and as specified herein.

C. INDEMNITY AND HOLD HARMLESS. PRINCIPAL FURTHER ACKNOWLEDGES THAT PRINCIPAL HAS READ THIS AGREEMENT AND CLEARLY UNDERSTANDS THE MEANING, DIMENSIONS, AND LEGAL CONSEQUENCES OF THE REPRESENTATIONS AND WARRANTIES MADE HEREIN AND THEREFORE DOES HEREBY, FOR HIMSELF, HIS HEIRS, ASSIGNS, AND REPRESENTATIVES, INDEMNIFY AND HOLD HARMLESS AGENT AND AGENTS PRINCIPALS, AGENTS, REPRESENTATIVES, CONSULTANTS, EMPLOYEES, AND OTHERS ASSOCIATED WITH OR WORKING IN COOPERATION WITH AGENT PURSUANT TO THE AUTHORIZATION CONTAINED HEREIN, FROM ANY AND ALL DAMAGE AND/OR LIABILITY DUE TO OR ARISING OUT OF A BREACH OF ANY REPRESENTATIONS AND/OR WARRANTIES MADE HEREIN.

IV. NOTICES. All notices required or permitted under this Agreement shall be in writing addressed to recipient as set forth herein or any change thereto noticed hereunder, and shall be deemed delivered upon receipt. Actual receipt shall be inferred when evidenced by Certificate of Mail. The addresses herein may be changed by notice consistent with this provision.

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VI. GOVERNING LAW. This Agreement shall be interpreted, enforced, and governed by the laws of the State of Maryland. In any dispute, the prevailing party, in addition to any other recovery, award or settlement, shall be entitled to reasonable costs and expenses, including attorneys fees, whether or not litigation is initiated.

VIII. AUTHORITY TO ENTER INTO AND BINDING QUALITY OF AGREEMENT. This Agreement, the rights and obligations hereunder, shall inure to the benefit of and be binding upon the parties hereto as well as the successors-in-interest, heirs, assigns, executors and administrators, and representatives of the parties hereto. Each party represents and warrants that it or its representative has the requisite authority to enter into this Agreement.

IX. RIGHT OF RESCISSION. PRINCIPAL SHALL HAVE THE UNQUALIFIED RIGHT TO RESCIND OR CANCEL THIS AGREEMENT, IN WHICH EVENT AGENT SHALL RETURN TO PRINCIPAL ALL FUNDS DEPOSITED PURSUANT TO THIS AGREEMENT LESS ANY PORTION OF THE PURCHASE DEPOSIT USED IN, OR NECESSARY TO, THE COMPLETION OF ANY VIACIAL SETTLEMENT CONDUCTED HEREUNDER. RIGHT TO RESCIND OR CANCEL TERMINATES AUTOMATICALLY UPON DESIGNATION OF PRINCIPAL AS IRREVOCABLE BENEFICIARY ON VIACATED POLICY.

TO RESCIND OR CANCEL THIS AGREEMENT, PRINCIPAL SHALL DELIVER WRITTEN NOTICE OF THE RESCISSION OR CANCELLATION TO AGENT, WHICH NOTICE SHALL BE EFFECTIVE UPON ACTUAL RECEIPT OF SAME BY AGENT. AGENT SHALL HAVE A REASONABLE TIME THEREAFTER TO MAKE AN ACCOUNTING AND RETURN ANY MONIES DUE TO PRINCIPAL.

5

Beneficial Assistance

PURCHASE AUTHORIZATION AGREEMENT
Viatical Settlement

THIS AGREEMENT made this 22 day of June, 1998, by and between BENEFICIAL ASSISTANCE (hereinafter "Agent"), 2111 Van Deman Street, Baltimore, Maryland 21224, and the following person (hereinafter "Principal"):

Name: Guiner Family Trust
Las M. Guiner, TTEE

Spouse Name: N/A

Address: 18421 N. 43rd Ave # 1031

DOB: _____

City/State/Zip: Phoenix, AZ 85029

SSN: _____

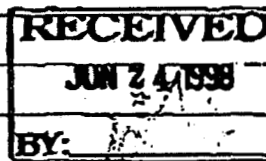
Telephone Home: 602-843-4121

Work: _____

DOB: 02-20-27

Fax: _____

SSN: 477-44-7421



RECITALS

WHEREAS, Agent is in the business of viatical settlements and desires to represent Principal as Principal's agent for identifying, qualifying, and purchasing viaticated life insurance policies and all related death benefits; and

WHEREAS, Principal desires Agent to serve as Principal's agent for the purpose of identifying, qualifying and purchasing viaticated life insurance policies and all related death benefits.

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants and promises contained herein, Principal and Agent agree as follows:

I. **AUTHORIZATION.** A. Principal hereby agrees that Agent shall represent Principal as agent, and Agent agrees to represent Principal as agent, for the purpose of identifying, qualifying, and purchasing life insurance policies and all related death benefits in the form of viatical settlements in accordance with the purchasing criteria and instructions set forth below. Principal hereby approves and adopts these purchasing criteria and instructions as the criteria and instructions to guide Agent while acting as Principal's agent hereunder.

B. The relationship between Principal and Agent herein is that of principal and agent and neither Agent nor any of Agent's representatives is in any way acting as an insurance agent, insurance broker, insurance representative, securities broker, securities dealer, securities representative, investment advisor, financial planner, legal advisor or tax advisor. No transaction entered into here under shall be interpreted as the purchase of life insurance on Principal or as a security transaction.

II. **PURCHASE CRITERIA AND INSTRUCTIONS.** A. Principal hereby agrees to deposit the sum of Fifty Thousand and no dollars (\$50,000), via check or money order payable in U.S. dollars to WILLIAM R. EVANS, CHARTERED, VIATICAL TRUST ACCOUNT, 7542 Holabird Ave., Baltimore, Maryland 21222.

B. Principal hereby agrees that Agent shall act as Principal's agent in the negotiation and making of any viatical settlement(s) which meet or exceed the following minimum criteria and instructions: (Check desired/appropriate box(s)).

CRITERIA		
Amount of Purchase	Description of Specific Instruction(s)	Principal & Profits Return Amount
Policy(ies) insured(s) must be diagnosed terminally ill with an estimated life expectancy term of		
\$ _____	<input type="checkbox"/> First Available policy returning from 10% to 48%	\$ _____
\$ _____ (48% Return)	<input type="checkbox"/> 48 months; returning (x 1.48)	\$ _____
\$ _____ (36% Return)	<input type="checkbox"/> 36 months; returning (x 1.36)	\$ _____
\$ _____ (30% Return)	<input type="checkbox"/> 30 months; returning (x 1.30)	\$ _____
\$ <u>50,000</u> (24% Return)	<input checked="" type="checkbox"/> 24 months; returning (x 1.24)	\$ _____
\$ _____ (18% Return)	<input type="checkbox"/> 18 months; returning (x 1.18)	\$ _____
\$ _____ (10% Return)	<input type="checkbox"/> 12 months or less; returning (x 1.10)	\$ _____

and said diagnosis must be from an independent medical reviewing physician or team of physicians.

\$ 50,000

TOTALS

\$ _____

30,200 37,200

INSTRUCTIONS

Purchase policy(ies) issued by top rated insurance company.

Policy(ies) must be beyond 2-year contestability period and all Suicide waiting clauses must be fulfilled.

WILLIAM R. EVANS, CHARTERED, or a viatical company licensed by a state of the United States must be named as Owner of the life insurance policy(ies), in order to trace patient progress, monitor patient medical history, and upon maturity, file death claim(s). In the event a licensed viatical company is named owner, William R. Evans, Chartered shall be designated irrevocable beneficiary.

Purchaser must be named as beneficiary and William R. Evans, Chartered as attorney-in-fact to work directly with the insurance company on the Purchaser's behalf to file certified death certificate, all administrative and collection forms and remit check directly to purchaser or his administrator (qualified funds).

Trustee will pay insurance policy(ies) premiums until actual maturity(ies) out of administration cost withdrawal(s) and/or the Special Trust Account.

Send purchaser within one week of each closing, the following information:

1. Copy of Absolute Assignment and Beneficiary Change
2. Purchaser Summary Page including all the particulars of the settlement, independent medical review, insurance company financial profile, and additional closing documents where appropriate.

Special Instruction(s) Owner to be Revocable Living Trust as: Lois M. Gulner
Trustee, Gulner Family Trust established June 16, 1992

C. The following appointments and authorization shall not be construed to limit Principal's authorization.

1. Principal hereby appoints Agent to (a) enter into Funds Transfer Agreements and instructions to facilitate any viatical settlement entered into on behalf of Principal; (b) file, complete, and record any document(s) reflecting the assignment of benefits with the insurance carrier of any policy and/or death benefit purchased hereunder; and, (c) do any and all other actions on behalf of Principal which may be necessary to facilitate a viatical settlement.
2. Agent is authorized to instruct Trustee to release purchase funds upon the closing of each viatical settlement.
3. Agent is authorized to instruct Trustee to release administration costs, not to exceed 20% of purchase funds, from the purchase deposit at Agent's sole and exclusive discretion.
4. Trustee is hereby directed to and shall hereafter comply with any and all directives, requests, and/or instructions communicated to Trustee by Agent unless and until written instructions to the contrary are delivered by Principal to Trustee and Agent. Such written instructions are effective upon actual receipt of same by Trustee and Agent.

D. The costs and fees for all services provided by Agent pursuant to this Agreement shall be complete and inclusive in the purchase deposit and Principal will not incur costs of any type beyond the amount of the purchase deposit herein. Principal acknowledges that Agent does not make any representations as to what specific amounts will be accepted by any person on the selling side of any viatical settlement, nor as to the specific fee(s) assessed by Agent or by any supporting entity including but not limited to reviewing physicians, laboratories, attorneys and consultants, and/or legal and trust account costs.

III. PRINCIPAL'S REPRESENTATIONS AND WARRANTIES. A. Principal represents and warrants:

1. That Principal is a bona fide resident of the state indicated above and resides at the address indicated above.
2. That all data and information provided by Principal in making this Agreement is true and correct.
3. That the viatical settlement(s) purchased hereunder are being acquired by Principal solely for the personal ownership of Principal and not for resale, assignment, or distribution to others.
4. That Principal does not possess a direct or indirect beneficial interest in any policy or policies purchased hereunder.

32860

IN WITNESS WHEREOF the undersigned have set their hand and seal the date first written above.

James M. Hopkins (SEAL)
Principal TTEE for Gulner Family Trust

Principal (SEAL)

Beneficial Assistance

Nicholas B. B. B. (SEAL)
Agent

By [Signature] (SEAL)
Beneficial Assistance

COMPLETE THIS SECTION:

LIMITED POWER OF ATTORNEY NON-TAX QUALIFIED FUNDS

This Limited Power of Attorney shall convey by Purchaser NO OTHER AUTHORITY other than as stated hereinafter. This power of attorney may be terminated at any time by either party by Delivered Notice to that effect.

I, THE UNDERSIGNED PRINCIPAL, do hereby further constitute and appoint Beneficial Assistance, its officers, employees and agents as my true and lawful attorney for myself and in my place and stead, and my attorney-in-fact as aforesaid is empowered to act for me to file, complete and record any document reflecting the transfer of ownership and/or assignment of benefits with the insurance company or the purchased policy(ies) and/or governmental agencies requiring notification of said transfer and further to complete and file all necessary documentation and administrative forms with the insurance company to effect the payment of the death benefit proceeds to me the beneficiary.

I hereby ratify and affirm all that my attorney-in-fact has done, shall do, or may cause to be done in accordance with the foregoing.

Principal

Date

Principal

Date

LIMITED POWER OF ATTORNEY QUALIFIED FUNDS

This special power of attorney shall convey by Purchaser NO OTHER AUTHORITY OTHER THAN AS STATED HEREINAFTER. This power of attorney may be terminated at any time by either party by Delivered Notice to that effect.

I, THE UNDERSIGNED PRINCIPAL, DO HEREBY FURTHER CONSTITUTE AND APPOINT Beneficial Assistance, its officers, employees and agents as my true and lawful attorney for myself and in my place and stead, and my attorney-in-fact as aforesaid is empowered to act for me to file, complete and record any document reflecting the transfer of ownership and/or assignment of benefits with the insurance company or the purchased policy(ies) and/or governmental agencies requiring notification of said transfer and further to complete and file all necessary documentation and administrative forms with the insurance company to effect the payment of the death benefit proceeds to me the beneficiary; due all actions which may be necessary to complete the loan transaction documents from Beneficial Assistance, secured by the proceeds of any such policy(ies); to ensure that the note payable to lender is paid from the insurance policy(ies) pledged as collateral only.

I hereby ratify and affirm all that my attorney-in-fact has done, shall do, or may cause to be done in accordance with the foregoing.

Date _____

Principal

IRA Account # _____

REQUIRED ATTACHMENTS AND FINAL STEPS

Non-Qualified Funds: 1. Purchase Authorization Agreement

Qualified Funds:

1. Purchase Authorization Agreement
2. Check Payable to Third-Party Administrator or Request for Funds Transfer Form
3. Qualified Funds Documents
4. Send via Overnight to Beneficial Assistance, 2111 Van Daman Street, Baltimore, Maryland 21224

32860

5. That Principal is sophisticated in financial matters, having either sought professional advice or access to professional advice; and possesses or has access to such knowledge, education and experience in matters related to finances, tax, taxation and business such that Principal is able to evaluate the consideration involved in making viatical settlements in accordance with Section Two - Purchasing Criteria and Instructions, and to make a diligent, comfortable, and informed decision with respect thereto.

6. That Principal has adequate means of providing for, and the sustaining of, Principal's current financial needs along with all possible and potential personal contingencies; that Principal has no need for liquidity of any purchase made hereunder; that Principal is able to bear the risk that the life span of the viator or one or more of the viatical settlements purchased hereby may exceed the estimated life expectancy as set forth herein; and that Principal is committing to a purchase or purchases hereby which bears a reasonable and prudent relationship to Principal's own net worth.

7. That by reason of Principal's business and financial experience, or that of those retained by Principal to advise Principal about such, Principal possesses the capacity to comprehend the purchase(s) authorized hereunder and to protect Principal with respect hereto.

8. That the purchase funds deposited pursuant to this Agreement are neither borrowed nor in any way anticipated to be needed during the maximum maturity term selected herein.

B. Principal acknowledges that Agent has made available to Principal the opportunity to obtain additional information contained in the documents delivered to Principal and to evaluate the merits and risk factors associated with viatical settlements generally and as specified herein.

C. INDEMNITY AND HOLD HARMLESS. PRINCIPAL FURTHER ACKNOWLEDGES THAT PRINCIPAL HAS READ THIS AGREEMENT AND CLEARLY UNDERSTANDS THE MEANING, DIMENSIONS, AND LEGAL CONSEQUENCES OF THE REPRESENTATIONS AND WARRANTIES MADE HEREIN AND THEREFORE DOES HEREBY, FOR HIMSELF, HIS HEIRS, ASSIGNS, AND REPRESENTATIVES, INDEMNIFY AND HOLD HARMLESS AGENT AND AGENTS PRINCIPALS, AGENTS, REPRESENTATIVES, CONSULTANTS, EMPLOYEES, AND OTHERS ASSOCIATED WITH OR WORKING IN COOPERATION WITH AGENT PURSUANT TO THE AUTHORIZATION CONTAINED HEREIN, FROM ANY AND ALL DAMAGE AND/OR LIABILITY DUE TO OR ARISING OUT OF A BREACH OF ANY REPRESENTATIONS AND/OR WARRANTIES MADE HEREIN.

IV. NOTICES. All notices required or permitted under this Agreement shall be in writing addressed to recipient as set forth herein or any change thereto noticed hereunder, and shall be deemed delivered upon receipt. Actual receipt shall be inferred when evidenced by Certificate of Mail. The addresses herein may be changed by notice consistent with this provision.

V. HEADINGS. The headings inserted throughout this Agreement exist solely for convenience and shall not be construed as a part of this Agreement.

VI. GOVERNING LAW. This Agreement shall be interpreted, enforced, and governed by the laws of the State of Maryland. In any dispute, the prevailing party, in addition to any other recovery, award or settlement, shall be entitled to reasonable costs and expenses, including attorneys fees, whether or not litigation is initiated.

VIII. AUTHORITY TO ENTER INTO AND BINDING QUALITY OF AGREEMENT. This Agreement, the rights and obligations hereunder, shall inure to the benefit of and be binding upon the parties hereto as well as the successors-in-interest, heirs, assigns, executors and administrators, and representatives of the parties hereto. Each party represents and warrants that it or its representative has the requisite authority to enter into this Agreement.

IX. RIGHT OF RESCISSION. PRINCIPAL SHALL HAVE THE UNQUALIFIED RIGHT TO RESCIND OR CANCEL THIS AGREEMENT, IN WHICH EVENT AGENT SHALL RETURN TO PRINCIPAL ALL FUNDS DEPOSITED PURSUANT TO THIS AGREEMENT LESS ANY PORTION OF THE PURCHASE DEPOSIT USED IN, OR NECESSARY TO, THE COMPLETION OF ANY VIACIAL SETTLEMENT CONDUCTED HEREUNDER. RIGHT TO RESCIND OR CANCEL TERMINATES AUTOMATICALLY UPON DESIGNATION OF PRINCIPAL AS IRREVOCABLE BENEFICIARY ON VIACATED POLICY.

TO RESCIND OR CANCEL THIS AGREEMENT, PRINCIPAL SHALL DELIVER WRITTEN NOTICE OF THE RESCISSION OR CANCELLATION TO AGENT, WHICH NOTICE SHALL BE EFFECTIVE UPON ACTUAL RECEIPT OF SAME BY AGENT. AGENT SHALL HAVE A REASONABLE TIME THEREAFTER TO MAKE AN ACCOUNTING AND RETURN ANY MONIES DUE TO PRINCIPAL.

6



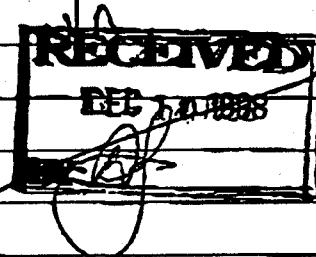
PURCHASE AUTHORIZATION AGREEMENT Viatical Settlement

02/67

THIS AGREEMENT made this 7 day of Dec, 1998, by and between **BENEFICIAL ASSISTANCE** (hereinafter "Agent"), 2111 Van Deman Street, Baltimore, Maryland 21224, and the following person (hereinafter "Principal"):

Name: Betty J. Tetloff
Address: 7040 W Olive #11
City/State/Zip: Peoria, AZ 85345
Telephone Home: 486-7963 (602)
DOB: 10-5-25
SSN: 389-22-0591

Spouse Name: _____
DOB: _____
SSN: _____
Work: _____
Fax: _____



RECITALS

WHEREAS, Agent is in the business of viatical settlements and desires to represent Principal as Principal's agent for identifying, qualifying, and purchasing viaticated life insurance policies and all related death benefits; and

WHEREAS, Principal desires Agent to serve as Principal's agent for the purpose of identifying, qualifying and purchasing viaticated life insurance policies and all related death benefits.

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants and promises contained herein, Principal and Agent agree as follows:

I. **AUTHORIZATION.** A. Principal hereby agrees that Agent shall represent Principal as agent, and Agent agrees to represent Principal as agent, for the purpose of identifying, qualifying, and purchasing life insurance policies and all related death benefits in the form of viatical settlements in accordance with the purchasing criteria and instructions set forth below. Principal hereby approves and adopts these purchasing criteria and instructions as the criteria and instructions to guide Agent while acting as Principal's agent hereunder.

B. The relationship between Principal and Agent herein is that of principal and agent and neither Agent nor any of Agent's representatives is in any way acting as an insurance agent, insurance broker, insurance representative, securities broker, securities dealer, securities representative, investment advisor, financial planner, legal advisor or tax advisor. No transaction entered into here under shall be interpreted as the purchase of life insurance on Principal or as a security transaction.

II. **PURCHASE CRITERIA AND INSTRUCTIONS.** A. Principal hereby agrees to deposit the sum of Fifty Thousand and 00 dollars (\$50,000), via check or money order payable in U.S. dollars to WILLIAM R. EVANS CHARTERED, VIATICAL TRUST ACCOUNT, 7542 Holabird Ave., Baltimore, Maryland 21222.

B. Principal hereby agrees that Agent shall act as Principal's agent in the negotiation and making of any viatical settlement(s) which meet or exceed the following minimum criteria and instructions: (Check desired/appropriate box(s)).

CRITERIA		
Amount of Purchase	Description of Specific Instruction(s)	Principal & Profits Return Amount
Policy(ies) Insured(s) must be diagnosed terminally ill with an estimated life expectancy term of		
\$ _____	<input type="checkbox"/> First Available policy returning from 10% to 48%	\$ _____
\$ _____ (48% Return)	<input type="checkbox"/> 48 months; returning (x 1.48)	\$ _____
\$ _____ (36% Return)	<input type="checkbox"/> 36 months; returning (x 1.36)	\$ _____
\$ _____ (30% Return)	<input type="checkbox"/> 30 months; returning (x 1.30)	\$ _____
\$ <u>50,000</u> (24% Return)	<input checked="" type="checkbox"/> 24 months; returning (x 1.24)	\$ _____
\$ _____ (18% Return)	<input type="checkbox"/> 18 months; returning (x 1.18)	\$ _____
\$ _____ (10% Return)	<input type="checkbox"/> 12 months or less; returning (x 1.10)	\$ _____

and said diagnosis must be from an independent medical reviewing physician or team of physicians.

\$ 50,000 TOTALS \$ _____

INSTRUCTIONS

Purchase policy(ies) issued by top rated insurance company.

Policy(ies) must be beyond 2-year contestability period and all Suicide waiting clauses must be fulfilled.

WILLIAM R. EVANS, CHARTERED, or a viatical company licensed by a state of the United States must be named as Owner of the life insurance policy(ies), in order to trace patient progress, monitor patient medical history, and upon maturity, file death claim(s). In the event a licensed viatical company is named owner, William R. Evans, Chartered shall be designated irrevocable beneficiary.

Purchaser must be named as beneficiary and William R. Evans, Chartered as attorney-in-fact to work directly with the insurance company on the Purchaser's behalf to file certified death certificate, all administrative and collection forms and remit check directly to purchaser or his administrator (qualified funds).

Trustee will pay insurance policy(ies) premiums until actual maturity(ies) out of administration cost withdrawal(s) and/or the Special Trust Account.

Send purchaser within one week of each closing, the following information:

1. Copy of Absolute Assignment and Beneficiary Change
2. Purchaser Summary Page including all the particulars of the settlement, independent medical review, insurance company financial profile, and additional closing documents where appropriate.

Special instruction(s) 50,000 to be assigned to 4 different policies @
12,500 each | Titled in the name of: The Betty J. Tetzloff Trust
established Nov 18, 1993

C. The following appointments and authorization shall not be construed to limit Principal's authorization.

1. Principal hereby appoints Agent to (a) enter into Funds Transfer Agreements and instructions to facilitate any viatical settlement entered into on behalf of Principal; (b) file, complete, and record any document(s) reflecting the assignment of benefits with the insurance carrier of any policy and/or death benefit purchased hereunder; and, (c) do any and all other actions on behalf of Principal which may be necessary to facilitate a viatical settlement.
2. Agent is authorized to instruct Trustee to release purchase funds upon the closing of each viatical settlement.
3. Agent is authorized to instruct Trustee to release administration costs, not to exceed 20% of purchase funds, from the purchase deposit at Agent's sole and exclusive discretion.
4. Trustee is hereby directed to and shall hereafter comply with any and all directives, requests, and/or instructions communicated to Trustee by Agent unless and until written instructions to the contrary are delivered by Principal to Trustee and Agent. Such written instructions are effective upon actual receipt of same by Trustee and Agent.

D. The costs and fees for all services provided by Agent pursuant to this Agreement shall be complete and inclusive in the purchase deposit and Principal will not incur costs of any type beyond the amount of the purchase deposit herein. Principal acknowledges that Agent does not make any representations as to what specific amounts will be accepted by any person on the selling side of any viatical settlement, nor as to the specific fee(s) assessed by Agent or by any supporting entity including but not limited to reviewing physician, laboratories, attorneys and consultants, and/or legal and trust account costs.

III. PRINCIPAL'S REPRESENTATIONS AND WARRANTIES. A. Principal represents and warrants:

1. That Principal is a bona fide resident of the state indicated above and resides at the address indicated above.
2. That all data and information provided by Principal in making this Agreement is true and correct.
3. That the viatical settlement(s) purchased hereunder are being acquired by Principal solely for the personal ownership of Principal and not for resale, assignment, or distribution to others.
4. That Principal does not possess a direct or indirect beneficial interest in any policy or policies purchased hereunder.

IN WITNESS WHEREOF the undersigned have set their hand and seal the date first written above.

Betty J Tetzlaff 12-7-98
Principal (SEAL)

Principal (SEAL)

Beneficial Assistance

Michael Bol
Agent (SEAL)

By: _____ (SEAL)

COMPLETE THIS SECTION:

LIMITED POWER OF ATTORNEY NON-TAX QUALIFIED FUNDS

This Limited Power of Attorney shall convey by Purchaser NO OTHER AUTHORITY other than as stated hereinafter. This power of attorney may be terminated at any time by either party by Delivered Notice to that effect.

I, THE UNDERSIGNED PRINCIPAL, do hereby further constitute and appoint Beneficial Assistance, its officers, employees and agents as my true and lawful attorney for myself and in my place and stead, and my attorney-in-fact as aforesaid is empowered to act for me to file, complete and record any document reflecting the transfer of ownership and/or assignment of benefits with the insurance company or the purchased policy(ies) and/or governmental agencies requiring notification of said transfer and further to complete and file all necessary documentation and administrative forms with the insurance company to effect the payment of the death benefit proceeds to me the beneficiary.

I hereby ratify and affirm all that my attorney-in-fact has done, shall do, or may cause to be done in accordance with the foregoing.

Betty J Tetzlaff 12-7-98
Principal Date

Principal Date

LIMITED POWER OF ATTORNEY QUALIFIED FUNDS

This special power of attorney shall convey by Purchaser NO OTHER AUTHORITY OTHER THAN AS STATED HEREINAFTER. This power of attorney may be terminated at any time by either party by Delivered Notice to that effect.

I, THE UNDERSIGNED PRINCIPAL, DO HEREBY FURTHER CONSTITUTE AND APPOINT Beneficial Assistance, its officers, employees and agents as my true and lawful attorney for myself and in my place and stead, and my attorney-in-fact as aforesaid is empowered to act for me to file, complete and record any document reflecting the transfer of ownership and/or assignment of benefits with the insurance company or the purchased policy(ies) and/or governmental agencies requiring notification of said transfer and further to complete and file all necessary documentation and administrative forms with the insurance company to effect the payment of the death benefit proceeds to me the beneficiary; due all actions which may be necessary to complete the loan transaction documents from Beneficial Assistance, secured by the proceeds of any such policy(ies); to ensure that the note payable to lender is paid from the insurance policy(ies) pledged as collateral only.

I hereby ratify and affirm all that my attorney-in-fact has done, shall do, or may cause to be done in accordance with the foregoing.

Date _____

Principal

IRA Account # _____

REQUIRED ATTACHMENTS AND FINAL STEPS

Non-Qualified Funds: 1. Purchase Authorization Agreement

Qualified Funds:

1. Purchase Authorization Agreement
2. Check Payable to Third-Party Administrator or Request for Funds Transfer Form
3. Qualified Funds Documents
4. Send via Overnight to Beneficial Assistance, 2111 Van Deman Street, Baltimore, Maryland 21224

5. That Principal is sophisticated in financial matters, having either sought professional advice or access to professional advice; and possesses or has access to such knowledge, education and experience in matters related to finances, tax, taxation and business such that Principal is able to evaluate the consideration involved in making viatical settlements in accordance with Section Two - Purchasing Criteria and Instructions, and to make a diligent, comfortable, and informed decision with respect thereto.

6. That Principal has adequate means of providing for, and the sustaining of, Principal's current financial needs along with all possible and potential personal contingencies; that Principal has no need for liquidity of any purchase made hereunder; that Principal is able to bear the risk that the life span of the viator or one or more of the viatical settlements purchased hereby may exceed the estimated life expectancy as set forth herein; and that Principal is committing to a purchase or purchases hereby which bears a reasonable and prudent relationship to Principal's own net worth.

7. That by reason of Principal's business and financial experience, or that of those retained by Principal to advise Principal about such, Principal possesses the capacity to comprehend the purchase(s) authorized hereunder and to protect Principal with respect hereto.

8. That the purchase funds deposited pursuant to this Agreement are neither borrowed nor in any way anticipated to be needed during the maximum maturity term selected herein.

B. Principal acknowledges that Agent has made available to Principal the opportunity to obtain additional information contained in the documents delivered to Principal and to evaluate the merits and risk factors associated with viatical settlements generally and as specified herein.

C. INDEMNITY AND HOLD HARMLESS. PRINCIPAL FURTHER ACKNOWLEDGES THAT PRINCIPAL HAS READ THIS AGREEMENT AND CLEARLY UNDERSTANDS THE MEANING, DIMENSIONS, AND LEGAL CONSEQUENCES OF THE REPRESENTATIONS AND WARRANTIES MADE HEREIN AND THEREFORE DOES HEREBY, FOR HIMSELF, HIS HEIRS, ASSIGNS, AND REPRESENTATIVES, INDEMNIFY AND HOLD HARMLESS AGENT AND AGENTS PRINCIPALS, AGENTS, REPRESENTATIVES, CONSULTANTS, EMPLOYEES, AND OTHERS ASSOCIATED WITH OR WORKING IN COOPERATION WITH AGENT PURSUANT TO THE AUTHORIZATION CONTAINED HEREIN, FROM ANY AND ALL DAMAGE AND/OR LIABILITY DUE TO OR ARISING OUT OF A BREACH OF ANY REPRESENTATIONS AND/OR WARRANTIES MADE HEREIN.

IV. NOTICES. All notices required or permitted under this Agreement shall be in writing addressed to recipient as set forth herein or any change thereto noticed hereunder, and shall be deemed delivered upon receipt. Actual receipt shall be inferred when evidenced by Certificate of Mail. The addresses herein may be changed by notice consistent with this provision.

V. HEADINGS. The headings inserted throughout this Agreement exist solely for convenience and shall not be construed as a part of this Agreement.

VI. GOVERNING LAW. This Agreement shall be interpreted, enforced, and governed by the laws of the State of Maryland. In any dispute, the prevailing party, in addition to any other recovery, award or settlement, shall be entitled to reasonable costs and expenses including attorneys fees, whether or not litigation is initiated.

VIII. AUTHORITY TO ENTER INTO AND BINDING QUALITY OF AGREEMENT. This Agreement, the rights and obligation hereunder, shall inure to the benefit of and be binding upon the parties hereto as well as the successors-in-interest, heirs, assigns executors and administrators, and representatives of the parties hereto. Each party represents and warrants that it or its representative has the requisite authority to enter into this Agreement.

IX. RIGHT OF RESCISSION. PRINCIPAL SHALL HAVE THE UNQUALIFIED RIGHT TO RESCIND OR CANCEL THIS AGREEMENT IN WHICH EVENT AGENT SHALL RETURN TO PRINCIPAL ALL FUNDS DEPOSITED PURSUANT TO THIS AGREEMENT LESS ANY PORTION OF THE PURCHASE DEPOSIT USED IN, OR NECESSARY TO, THE COMPLETION OF ANY VIATICAL SETTLEMENT CONDUCTED HEREUNDER. RIGHT TO RESCIND OR CANCEL TERMINATES AUTOMATICALLY UPON DESIGNATION OF PRINCIPAL AS IRREVOCABLE BENEFICIARY ON VIATICATED POLICY.

TO RESCIND OR CANCEL THIS AGREEMENT, PRINCIPAL SHALL DELIVER WRITTEN NOTICE OF THE RESCISSION OR CANCELLATION TO AGENT, WHICH NOTICE SHALL BE EFFECTIVE UPON ACTUAL RECEIPT OF SAME BY AGENT. AGENT SHALL HAVE A REASONABLE TIME THEREAFTER TO MAKE AN ACCOUNTING AND RETURN ANY MONIES DUE TO PRINCIPAL.

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RISK FACTORS

Prospective purchasers of viaticated life insurance policies and related death benefits should consider the following factors, together with all other written information provided by BA, in determining whether to purchase a viaticated policy and related death benefit.

1. Actual lifespan may exceed estimated life expectancy. The amount of the death benefits to be received by the purchaser is fixed, but the amount of time before the benefit is paid depends upon the actual lifespan of the viator. Estimating life expectancy, even for the terminally ill, is an inherently subjective process. The actual lifespan of the viator may be affected by numerous factors, including medical advances. Accordingly, the viator's actual lifespan may be shorter or longer than the estimated life expectancy upon which the purchase price of the policy was based. If longer, the annual rate of return received by the purchaser will be less than if the actual lifespan of the viator were equal to or less than the estimated life expectancy. In addition, an actual lifespan that exceeds the estimated life expectancy may trigger premium payment obligations on the part of the purchaser (See below).
2. The estimated life expectancy may be based upon a misdiagnosis. Although BA believes that the independent physicians with whom BA has contracted to review the medical records of the viator are well-qualified, a risk exists of a misdiagnosis of the viator's condition. The physicians retained by BA to estimate life expectancies are independent contractors and BA is not responsible for any errors made by such physicians in determining estimated life expectancies.
3. Possible obligation to pay premiums. Premiums on any viaticated policy will be prepaid for 1 year past the projected life expectancy. In addition, the premium fund may contain excess funds from premiums which are not totally utilized for a specific policy. These excess premiums will be utilized for policies that may exceed their life expectancy. If the viator lives longer than the period for which premiums are prepaid, the purchaser may be required to pay the premiums in order to keep the policy in force. The failure to continue to pay premiums could cause the policy to lapse, in which case the purchaser would not receive any death benefit and would lose his or her entire purchase.
4. Lack of liquidity. There is no established market for selling viatical settlements. accordingly, viatical settlements are illiquid and funds used to purchase a viatical settlement will probably be unavailable to the purchaser until the viator dies.
5. Insolvency risk. There is a possibility that the insurance company that issued the viaticated policy may become unable to meet its obligations to policyholders. Many states have established guaranty funds to pay the obligations of failed insurance companies. However, there is a remote risk that an insurance company will fail under circumstances in which no state guaranty fund is available to pay its obligations. In that event, purchasers of viaticated policies from that insurance company may fail to receive all or part of the death benefit.
6. BA does not provide tax advice. The purchase of viaticated life insurance policies and related death benefits may have federal or state tax consequences for the purchaser. BA does not provide tax advice and no agent or representative of BA is authorized to provide tax advice to prospective purchasers of policies. Prospective purchasers are urged to contact their own tax advisors for guidance concerning the possible tax implications of a purchase of a viaticated policy.

8

PRODUCER AGREEMENT

THIS PRODUCER AGREEMENT made this _____ day of _____, in the year of 19____, by and between BENEFICIAL ASSISTANCE, INC., of 1818 Pot Spring Road, Suite 114, Timonium, MD 21093, and

Name: _____
(Note: Corporations and other Business entities must be on a separate AGREEMENT from individuals),

Street Address: _____

Mailing Address (if different): _____

City, State & Zip Code: _____

Home Phone: (____) / _____ Business Phone (____) _____, hereinafter called "PRODUCER";

whose Social Security Number (Fed. ID) is _____ and Date of Birth is: ____/____/____;

whose Sex is ____; being originally born in the place of (City, State:) _____

(Name Producer goes by: _____)

NOW THEREFORE WITNESSETH, THAT IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, BENEFICIAL ASSISTANCE, INC. AND PRODUCER AGREE AS FOLLOWS:

1. Agreement To Continue Perpetually

This Agreement will continue perpetually until it is terminated in accordance with its terms. Either the Producer or Beneficial Assistance, Inc. may terminate this Agreement at any time with or without cause. Termination shall be effective immediately upon the mailing of written notice thereof. This Agreement shall automatically terminate upon the death of the Producer.

2. Fax Transmission Permission

Producer, by entering Producer's Fax Telephone number here, (____) _____, and signing below, does hereby grant Beneficial Assistance, Inc. permission to transmit fax advertising, flyers, brochures, informational updates, contracts, forms, etc., to Producer at will from Beneficial Assistance, Inc. for Beneficial Assistance, Inc. and/or Beneficial Assistance, Inc. customers, clients, affiliated companies, employees, consultants, etc.

3. Independent Contractor and Scope of Authority and Responsibilities of Producer

The Producer is an independent contractor and is free to contract with other companies and conduct other business at any time during the term of this Agreement. There is nothing herein to be construed as creating or maintaining an employer-employee relationship. Producer is hereby granted revocable permission to solicit and take orders for all programs, products and/or services offered by Beneficial Assistance, Inc.. Beneficial Assistance, Inc. reserves the right in its sole discretion to decline to accept any order(s) solicited or taken by Producer and to discontinue sale or offering of any item of its programs, products and/or services, at any time, without prior notice to anybody; or to allocate such programs, products and/or services during possible periods of shortages, without incurring any liability whatsoever to the Producer for payment of compensation or to Producer's customers (buyers/clients) for any guaranteed returns. Beneficial Assistance, Inc. further reserves the right to cancel and refund any order received, either in whole or part, without incurring any liability whatsoever to the Producer for payment of compensation or to Producer's customers (buyers/clients) for any guaranteed returns. Decisions as to the Producer's customer suitability shall be made solely by Beneficial Assistance, Inc..

1 | Producer will wait until receiving in writing from Beneficial Assistance, Inc. permission to use any and all promotional materials prior to actual employment of such materials by Producer, including, but not limited to business cards, flyers, newspaper ads, television commercials, radio
JAN-17-2002 17:56 _____ and not from nonrecalls, computer software, etc.

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Producer will wait until receiving in writing from Beneficial Assistance, Inc. permission to use any and all promotional materials prior to actual employment of such materials by Producer, including, but not limited to business cards, flyers, newspaper ads, television commercials, radio commercials, public announcements made through any media, tri-folds, hand-out forms, proposals, computer software, etc.

Producer may collect monies related to sales generated by Producer of Beneficial Assistance, Inc. programs, products and/or services, and such monies collected, regardless of form of payment, must be made payable as designated by Beneficial Assistance, Inc. Producer shall hold all monies received on behalf of Beneficial Assistance, Inc. in the capacity of a trustee. Producer will under no circumstances make any personal use of or mingle with personal funds any monies collected on behalf of Beneficial Assistance, Inc., but will immediately transmit all monies collected to Beneficial Assistance, Inc..

Producer is solely responsible for the hiring, compensation, termination and all other matters relating to any persons, firms, companies or corporations employed by Producer for any reason, whatsoever, and shall indemnify Beneficial Assistance, Inc. against any injuries, actions or proceedings, arising from the employment of such persons or business entities.

Producer will maintain a good reputation in the community served. Producer hereby agrees to comply with all contract regulations, guidelines or field bulletins that may be issued from time-to-time by Beneficial Assistance, Inc. and/or its authorized agents. Failure to do so will, at the discretion of Beneficial Assistance, Inc., result in the termination of this Agreement for "cause". The Producer is responsible for becoming familiar with all contract regulations, as well as all other rules, regulations and guidelines published by Beneficial Assistance, Inc..

Producer further agrees that producer will comply strictly with this Agreement; will comply strictly with all federal, state, and local laws, ordinance and regulations governing the business, programs, products and services promulgated and offered by Beneficial Assistance, Inc.. Producer's failure to so strictly comply with any of the foregoing, without limitation, is cause for termination of this Agreement.